

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Richmond Division)**

ANGELA MAYFIELD

Plaintiff,

v.

NAVY FEDERAL CREDIT UNION

Defendant.

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Civil Action No. 3:07cv509-RLW

NAVY FEDERAL CREDIT UNION'S ANSWER

Navy Federal Credit Union ("Navy Federal") responds to the Complaint as follows:

FIRST DEFENSE

Navy Federal is not a party to any finance contract with Hall Auto referenced in the Complaint and therefore is not a proper party in this lawsuit.

SECOND DEFENSE

The Complaint fails to state a cause of action upon which relief may be granted.

THIRD DEFENSE

The claims barred in whole in part based on laches, estoppel and/or waiver.

FOURTH DEFENSE

Navy Federal made no material representations to the plaintiff.

FIFTH DEFENSE

The plaintiff's damages, if any, were not caused by Navy Federal.

SIXTH DEFENSE

The Richmond Division is an improper venue for this matter.

SEVENTH DEFENSE

Navy Federal responds to the numbered allegations in the Complaint as follows:

INTRODUCTION

1. Navy Federal denies the allegations in paragraph 1 of the Complaint.

JURISDICTION

2. Paragraph 2 of the Complaint states a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

3. Paragraph 3 of the Complaint states a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

PARTIES

4. Paragraph 4 of the Complaint states a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

5. Paragraph 5 of the Complaint states a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

JURISDICTION

6. Paragraph 6 of the Complaint states a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

7. Paragraph 7 of the Complaint states a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

PARTIES

8. Paragraph 8 of the Complaint states a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

9. Navy Federal admits that it is a federally chartered credit union organized under the National Credit Union Act and operates branches throughout the United States, including branches in the Commonwealth of Virginia. The remaining allegations in Paragraph 9 of the Complaint state a legal conclusion which requires no response. To the extent a response is required, the allegations are denied.

FACTS

10. Navy Federal lacks sufficient knowledge or information to admit or deny the allegations in paragraph 10 of the Complaint and therefore denies the allegations.

11. Navy Federal denies the allegations in paragraph 11 of the Complaint.

COUNT ONE: VIOLATION OF FAIR CREDIT REPORTING ACT

12. Navy Federal incorporates by reference its responses to Paragraphs 1 through 11 of this Complaint.

13. Navy Federal denies the allegations in paragraph 13 of the Complaint.

14. Navy Federal denies the allegations in paragraph 14 of the Complaint.

15. Navy Federal denies the allegations in paragraph 15 of the Complaint.

16. Navy Federal denies the allegations in paragraph 16 of the Complaint.

COUNT ONE: VIOLATION OF THE EQUAL CREDIT OPPORTUNITY ACT

17. Navy Federal incorporates by reference its responses to Paragraphs 1 through 16 of this Complaint.

18. Navy Federal denies the allegations in paragraph 18 of the Complaint.
19. Navy Federal denies the allegations in paragraph 19 of the Complaint.
20. Navy Federal denies the allegations in paragraph 20 of the Complaint.
21. Navy Federal denies the allegations in paragraph 21 of the Complaint.
22. Navy Federal denies the allegations in paragraph 22 of the Complaint.
23. Navy Federal denies the allegations in paragraph 23 of the Complaint.

COUNT TWO: VIOLATION OF FAIR CREDIT REPORTING ACT

24. Navy Federal incorporates by reference its responses to Paragraphs 1 through 23 of this Complaint.

25. Navy Federal denies the allegations in paragraph 25 of the Complaint.
26. Navy Federal denies the allegations in paragraph 26 of the Complaint.
27. Navy Federal denies the allegations in paragraph 27 of the Complaint.
28. Navy Federal denies the allegations in paragraph 28 of the Complaint.
29. Navy Federal denies the allegations in paragraph 29 of the Complaint.
30. Navy Federal denies the allegations in paragraph 30 of the Complaint.
31. Navy Federal denies the allegations in paragraph 31 of the Complaint.
32. Navy Federal denies the allegations in paragraph 32 of the Complaint.

33. The Credit Union denies each and every allegation it has not specifically denied or otherwise qualified.

34. The Credit Union denies plaintiff is entitled to the relief sought in the WHEREFORE clause or to any relief whatsoever.

WHEREFORE, Navy Federal Credit Union requests that the Court dismiss the Complaint with prejudice and award its fees, costs, expenses and such other relief as the Court deems appropriate.

Respectfully submitted,

NAVY FEDERAL CREDIT UNION,
By Counsel

October 22, 2007

_____/s/
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CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of October, 2007, I will electronically file a true and correct copy of the foregoing Answer with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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/s/_____
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